

CAROL D. MEIER  
61 Rudgear Drive  
Walnut Creek, CA 94596  
(925) 580-8868  
Debtor Pro Se

**FILED**  
SEP 25 2020  
UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

|                                |  |
|--------------------------------|--|
| Re: CAROL D. MEIER,<br>Debtor, | ) CASE NO.: 20-41288<br>) Chapt 13<br>) Judge William J. Lafferty<br>)<br>) SUPPLEMENTAL DECLARATION<br>) OF CAROL D. MEIER IN<br>) SUPPORT OF MOTION TO VALUE<br>)<br>) NO HEARING DATE SET |
|--------------------------------|--|

I, Carol D. Meier, declare:

I have personal knowledge of the following facts:

I have attached as Exhibit "A" a true and correct copy of the Valuation Workbook for the property at 61 Rudgear Dr., Walnut Creek, CA prepared by Chuck Barberini, licensed realtor currently listing the Property, dated 9/21/2020. Mr. Barberini values the Property at \$355,000, with a range of \$335,000 to \$375,000.

I have attached as Exhibit B a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions dated July 13, 2020 from Paladium Realty Trust, Mauryau Albert Hsiung as Trustee, in the amount of \$375,000. This offer has not been accepted or rejected; it is a back-up offer to Martin Meier's offer. Mr. Meier has indicated that he would

SUPPLEMENTAL DECLARATION OF CAROL D. MEIER IN SUPPORT OF MOTION TO VALUE

1 be willing to match this offer.

2 I declare under penalty of perjury that the foregoing is true and correct. Executed at Walnut  
3 Creek, California.

4  
5 Dated: September 22, 2020

*Carol D. Meier*  
6 S/Carol D. Meier  
7 Carol D. Meier, Debtor

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*AKA Carol Lee Duford Meier*

SUPPLEMENTAL DECLARATION OF CAROL D. MEIER IN SUPPORT OF MOTION TO VALUE

PAGE 2

## Exhibit A



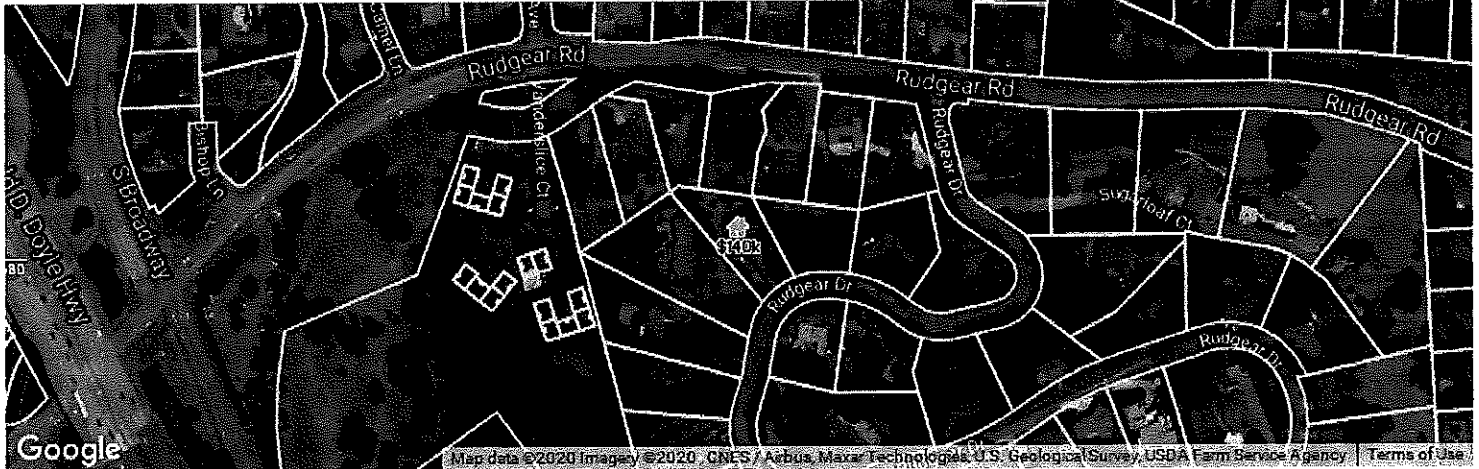


# 61 Rudgear Dr, Walnut Creek, CA 94596

Listing Date: 2/16/2020

MLS Name: Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS

MLS Listing ID: 40895701



Legend: # Subject Property

WITHDRAWN

• Cancelled, MLS Listing 40895701: 2/16/2020

## Result of Sales Comparison Analysis

**\$355,000** (or – / sq ft)

Last Analysis Update: 9/21/2020

**\$335,000 – \$375,000**

(or – / sq ft)

Number of Comps Chosen

**3**

Comps Range

**\$335,000 – \$375,000**

*This report contains data and information that is publicly available and/or licensed from third parties and is provided to you on an "as is" and "as available" basis. The information is not verified or guaranteed. Neither this report nor the estimated value of a property is an appraisal of the property. Any valuation shown in this report has been generated by use of proprietary computer software that assembles publicly available property records and certain proprietary data to arrive at an approximate estimate of a property's value. Some portions of this report may have been provided by an RPR user; RPR is not responsible for any content provided by its users. RPR and its information providers shall not be liable for any claim or loss resulting from the content of, or errors or omissions in, information contained in this report.*



61 Rudgear Dr, Walnut Creek, CA 94596

Listing Date: 2/16/2020

MLS Name: Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS  
MLS Listing ID: 40895701

MLS Listing ID: 40895701

| Home Facts                      | Public Facts            | Listing Facts           | Refinements |
|---------------------------------|-------------------------|-------------------------|-------------|
| Sale/Finance Concession         | -                       | -                       | -           |
| Property Type                   | Single Family Residence | Single Family Residence | Lot/Land    |
| Property Subtype                | Single Family           | Detached                | -           |
| Total Rooms                     | 6                       | 6                       | 0           |
| Total Rooms Above Grade         | -                       | -                       | -           |
| Bedrooms                        | 4                       | 4                       | 0           |
| Bedrooms Above Grade            | -                       | -                       | -           |
| Living Area sq ft range (low)   | -                       | -                       | -           |
| Living Area sq ft range (high)  | -                       | -                       | -           |
| Total Baths                     | 1.0                     | 1.0                     | -           |
| Total Baths Above Grade         | -                       | -                       | -           |
| Full Baths                      | 1                       | 1                       | 0           |
| Full Baths Above Grade          | -                       | -                       | -           |
| Partial Baths                   | -                       | -                       | 0           |
| Partial Baths Above Grade       | -                       | -                       | -           |
| Living Area (sq ft)             | 1,596                   | 1,596                   | 0           |
| Living Area Above Grade (sq ft) | -                       | -                       | -           |
| Basement (sq ft)                | -                       | -                       | -           |
| Finished Rooms Below Grade      | -                       | -                       | -           |
| Lot Size                        | 0.51 acres              | 0.51 acres              | -           |
| Lot Dimensions                  | 22000 SF                | -                       | -           |
| Garage                          | -                       | -                       | -           |
| Garage (sq ft)                  | -                       | -                       | -           |
| Pool                            | -                       | None                    | -           |
| Location                        | -                       | -                       | -           |
| Tenure                          | -                       | -                       | -           |
| View                            | -                       | -                       | -           |
| View Factors                    | -                       | -                       | -           |
| Style                           | -                       | -                       | -           |
| Quality of Construction         | -                       | -                       | -           |
| Year Built                      | 1952                    | 1952                    | -           |
| Age                             | 68                      | 68                      | -           |
| Condition                       | -                       | -                       | -           |
| Functional Utility              | -                       | -                       | -           |
| Heating Features                | Central                 | Wall Furnace            | -           |
| Cooling Features                | -                       | None                    | -           |
| Energy Efficient Items          | -                       | -                       | -           |
| Porch/Patio/Deck                | -                       | -                       | -           |
| Roofing Features                | -                       | Wood Shake              | -           |
| Fireplaces                      | -                       | 1                       | -           |
| Basement Features               | -                       | -                       | -           |
| Foundation Features             | -                       | Slab                    | -           |
| Construction Features           | -                       | -                       | -           |
| Exterior Wall Features          | -                       | Wood Siding             | -           |
| Number of Buildings             | -                       | -                       | -           |
| Number of Units                 | -                       | -                       | -           |
| Number of Stories               | 1                       | One Story               | 0           |







# Property History

## Legal Description

APN: 187-032-011-4

Tax ID: —

Zoning: —

Abbreviated Description: SANS CRAINTE #4 LOT 226

Census Tract: 060133430.032007

City/Municipality/Township: —

## Tax and Assessed Values

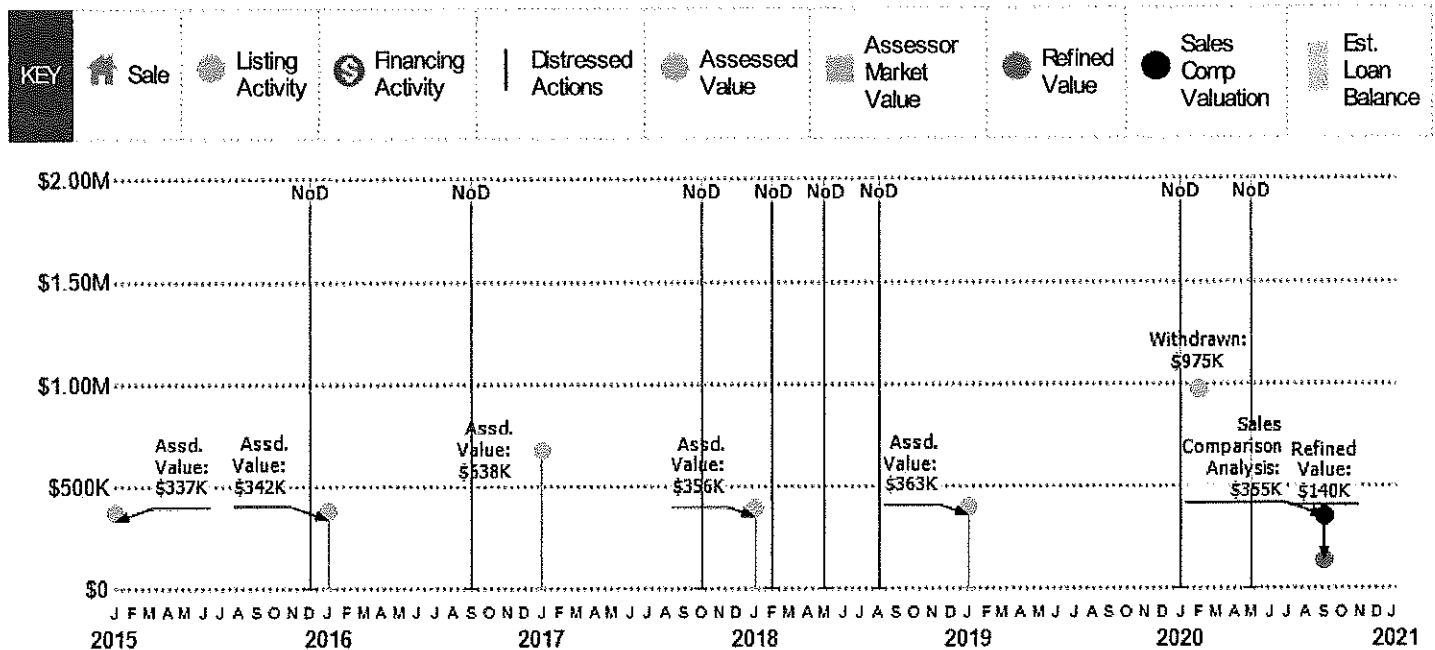
| Date | Improvements |   | Land      |   | Total     | Tax     |
|------|--------------|---|-----------|---|-----------|---------|
| 2019 | \$134,835    | + | \$228,540 | = | \$363,375 | \$5,066 |
| 2018 | \$132,192    | + | \$224,059 | = | \$356,251 | \$4,899 |
| 2017 | \$37,500     | + | \$600,000 | = | \$637,500 | \$8,400 |
| 2016 | \$127,067    | + | \$215,373 | = | \$342,440 | \$4,622 |
| 2015 | \$125,159    | + | \$212,138 | = | \$337,297 | \$4,510 |
| 2014 | \$122,708    | + | \$207,983 | = | \$330,691 | \$4,510 |
| 2013 | \$122,154    | + | \$207,044 | = | \$329,198 | \$4,370 |
| 2012 | \$119,759    | + | \$202,985 | = | \$322,744 | \$4,305 |
| 2011 | \$88,547     | + | \$197,518 | = | \$286,065 | \$3,826 |
| 2009 | \$88,758     | + | \$197,988 | = | \$286,746 | —       |
| 2008 | \$87,018     | + | \$194,106 | = | \$281,124 | —       |
| 2007 | \$85,312     | + | \$190,300 | = | \$275,612 | —       |
| 2006 | \$83,640     | + | \$186,569 | = | \$270,209 | —       |
| 2005 | \$82,000     | + | \$182,911 | = | \$264,911 | —       |





## Sales and Financing Activity

This chart shows a property's sales and financing history. It can be used to compare the value of the property as seen by public records, such as deeds and tax records, with the estimated home value. Actions taken against the owner, such as the issuance of a Notice of Default, are noted. Sales activity, such as listing date and price reductions, are highlighted.



Data Source: Public records and proprietary data; listing data from on- and off-market listings sources

Update Frequency: Valuations are updated twice monthly; actions on the home, such as listing activity or distressed property notices, are updated daily as made available from public records sources

## Aerial Map



Legend: 📍 Subject Property

## Birdseye Map



Legend: 📍 Subject Property

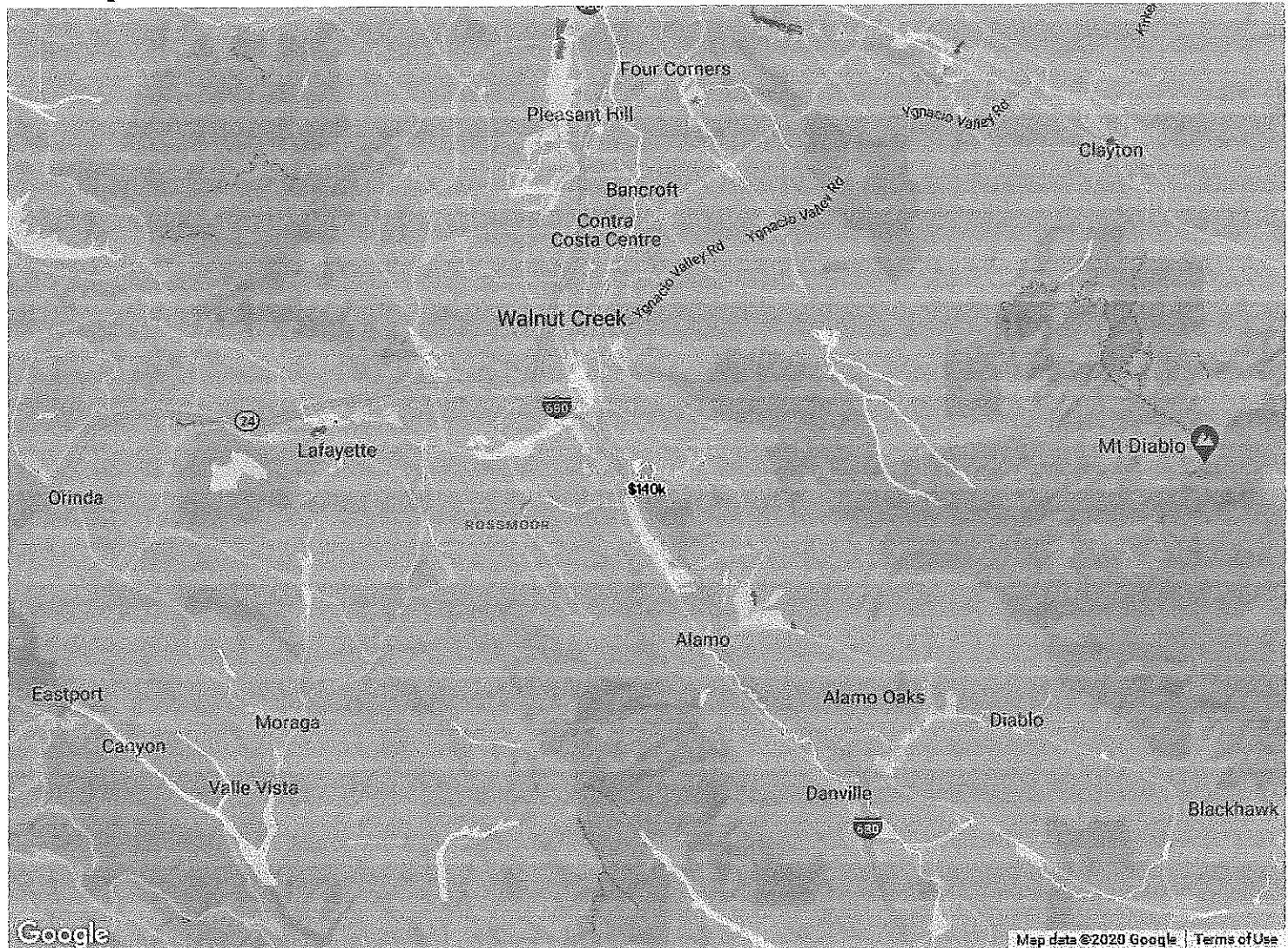


## Flood Zone

This property is in Flood Zone: X (unshaded)

**Low Risk**  
Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.

## Flood Map



## Flood Zones

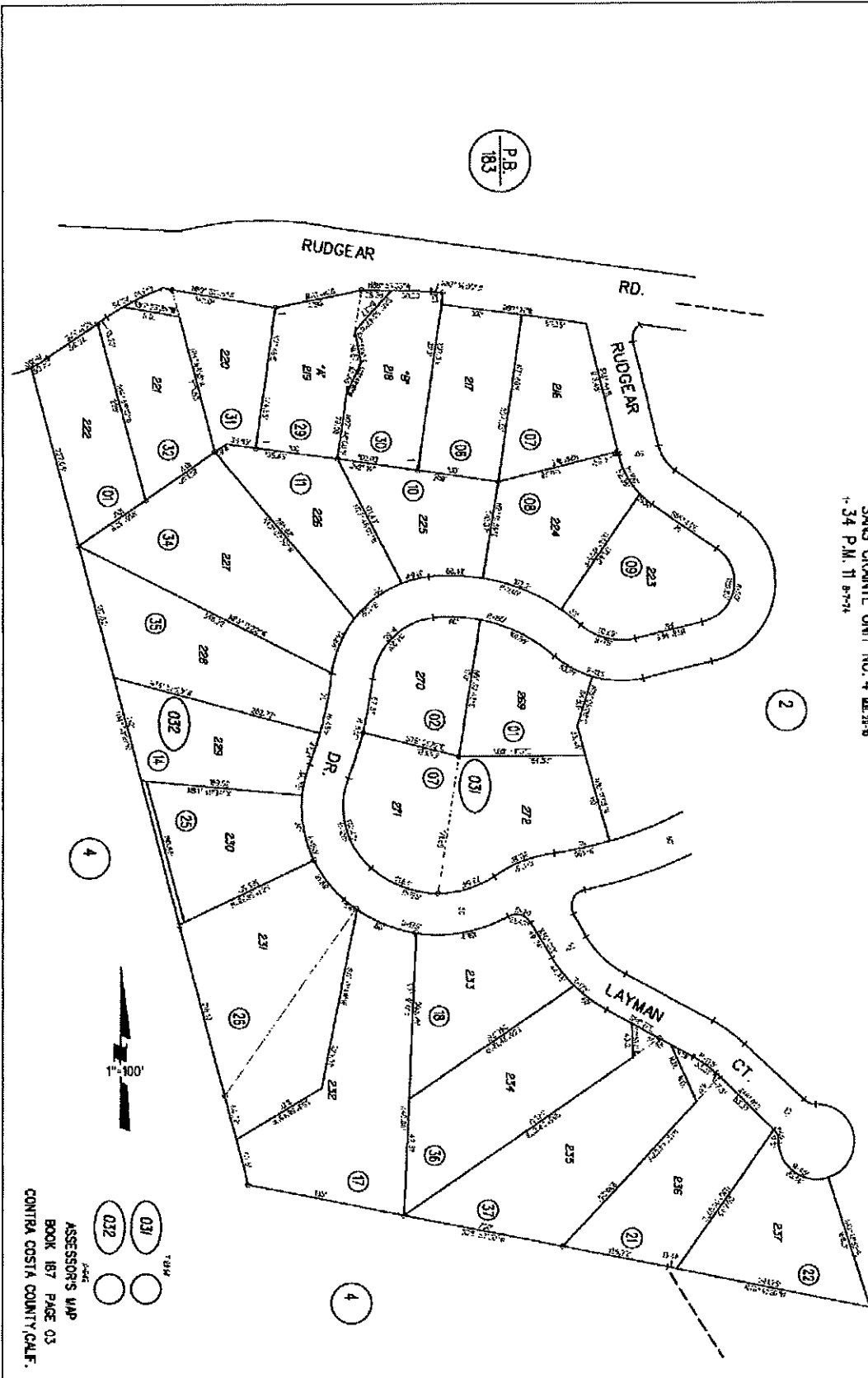


This map layer shows an area's flood zone designation as determined by the Federal Emergency Management Agency (FEMA). A high-risk area has a 1 percent or greater annual chance of flooding and a 26 percent chance of flooding over the life of a 30-year mortgage. High-risk areas are red or orange. The coast areas shown in purple, are also considered high risk. Green areas are low to moderate risk. A moderate-risk area is between risk limits of a 100-year and 500-year flood. White areas are undetermined, and all other areas are considered no or low risk. For more details on the categories of flood risk, see <http://support.narpr.com/entries/319901-what-is-the-flood-zone-heat-map>. Source(s): FEMA; updated Annually.





Plat Map





# Valuation Workbook

File ID: 61 Rudgear Dr, Walnut Creek, CA 94596

## Sales Comparables Analysis Summary

Result of Sales Comparison Analysis

**\$355,000** (or - / sq ft)

Last Analysis Update: 9/21/2020

**\$335,000 – \$375,000**

(or - / sq ft)

Number of Comps Chosen

**3**

Comps Range

**\$335,000 – \$375,000**

## Current Range of Comparable Homes

Compares the estimated value of the subject property with the comps selected in the Sales Comparison Analysis.

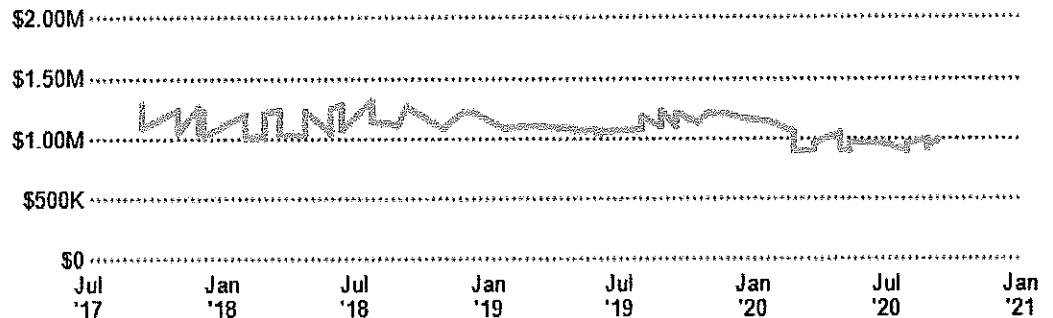
### Comps:

- ☒ Subject Property (Appraisal Price)
- ☒ For Sale (List Price)
- ☒ Pending (List Price)
- ☒ Recently Sold (Sold Price)
- ☒ Distressed (List Price)
- ☒ Pending Distressed (List Price)
- ☒ Off Market (Estimate)




## Historical Range of Comparable Homes

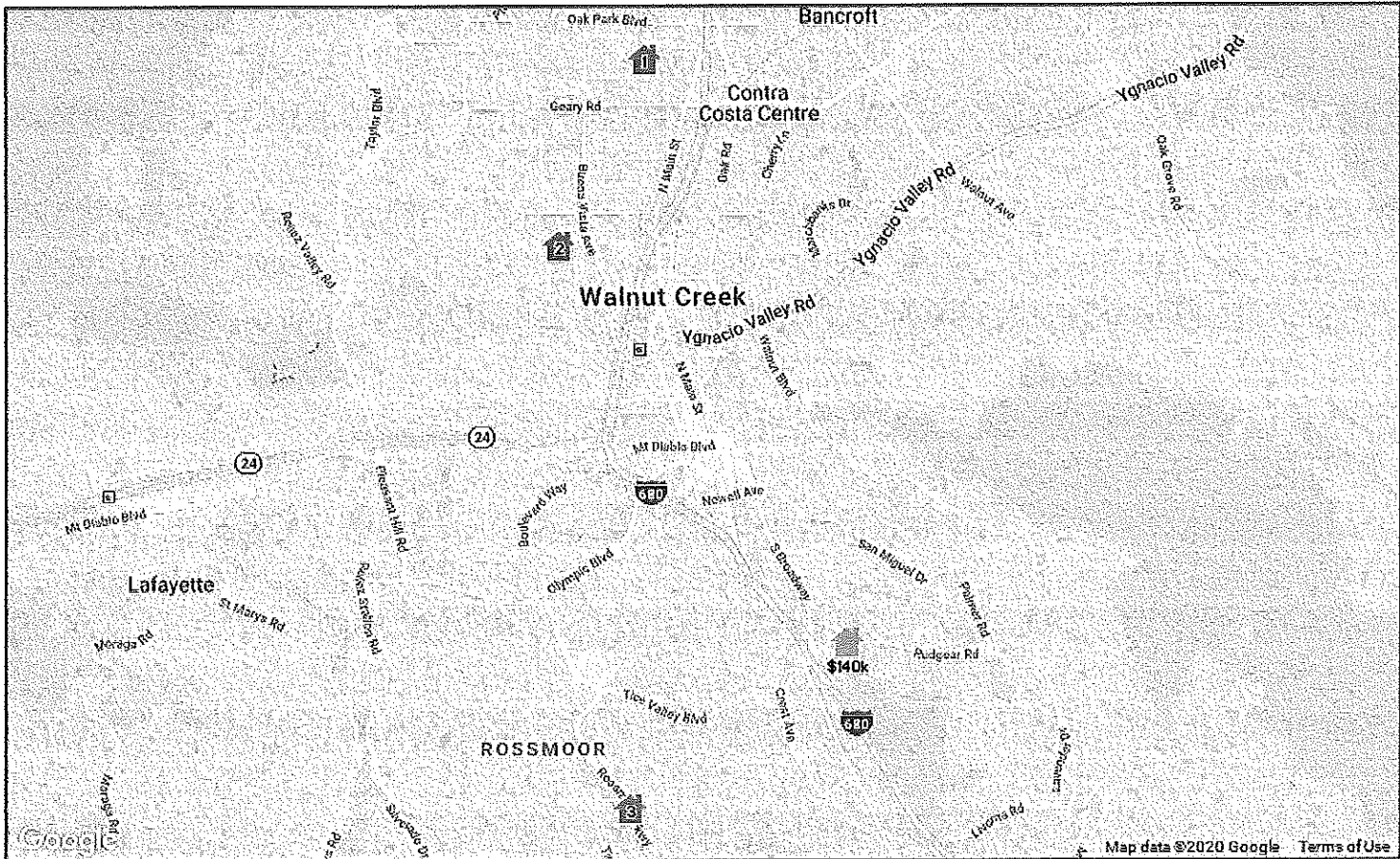
Compares the estimated value of the subject property with the highest, median and lowest comps selected in the Sales Comparison Analysis.


- ☒ Subject Property Estimated Value



## Comps and Adjustments Map



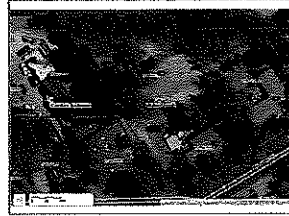



|  |  |   |
|--|--|---|
| <p><b>61 Rudgear Dr, Walnut Creek, CA 94596</b></p> <p><b>WITHDRAWN</b></p> <p>Cancelled • MLS Listing 40895701: 2/16/2020</p>  <p>Price: <b>\$139,750</b></p> <p>4 bed<br/>1.0 bath<br/>1,596 sq ft</p> | <p><b>198 Via Del Sol, Walnut Creek, CA 94597</b></p> <p><b>SOLD</b></p> <p>Sold Date: 2/11/2020 • MLS Listing 40891450: 1/3/2020</p>  <p>Price: <b>\$335,000</b></p> <p>— bed<br/>— bath<br/>—</p> | <p><b>186 Wooten Dr, Walnut Creek, CA 94597</b></p> <p><b>RECENTLY SOLD</b></p> <p>Sold Date: 7/7/2020 • MLS Listing 40904832: 5/15/2020</p>  <p>Price: <b>\$375,000</b></p> <p>— bed<br/>— bath<br/>—</p> |
|--|--|---|



|   |  |  |
|---|--|--|
| <p><b>Near Ct, Walnut Creek, CA 94595</b></p> <p><b>OFF-MARKET</b></p> <p>Sold Date: 9/27/2019 • Public Record</p>  <p>Price: —</p> <p>— bed<br/>— bath<br/>—</p> |  |  |
|---|--|--|



### Comps Selected In Analysis

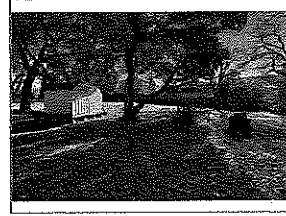
| Comps Selected<br>In Analysis   |  |                   |       |                |
|---------------------------------|--|--|---|---|
| Address                         |  | 61 Rudgear Dr<br>Walnut Creek, CA 94596  | 198 Via Del Sol<br>Walnut Creek, CA 94597   | 186 Wbotten Dr<br>Walnut Creek, CA 94597  |
| Status                          |  |  Subject Property |  Sold  |  Recently Sold |
| MLS Name                        |  | Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS            | Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS | Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS           |
| MLS Listing ID                  |  | 40895701   | 40891450  | 40904832  |
| Proximity                       |  |  | 3.67 Mi. NW   | 2.92 Mi. NW   |
| Value                           |  | \$355,000  | \$335,000   | \$375,000   |
| Price Per Sq. Ft.               |  | —  | —   | —   |
| Sale/Finance Concession         |  | —  | —   | —   |
| Property Type                   |  | Lot/Land   | Lot/Land  | Lot/Land  |
| Property Subtype                |  | Detached   | Lots And Land   | Lots And Land   |
| Total Rooms                     |  | 0  | —   | —   |
| Total Rooms Above Grade         |  | —  | —   | —   |
| Bedrooms                        |  | 0  | —   | —   |
| Bedrooms Above Grade            |  | —  | —   | —   |
| Living Area sq ft range (low)   |  | —  | —   | —   |
| Living Area sq ft range (high)  |  | —  | —   | —   |
| Total Baths                     |  | —  | —   | —   |
| Total Baths Above Grade         |  | —  | —   | —   |
| Full Baths                      |  | 0  | —   | —   |
| Full Baths Above Grade          |  | —  | —   | —   |
| Partial Baths                   |  | 0  | —   | —   |
| Partial Baths Above Grade       |  | —  | —   | —   |
| Living Area (sq ft)             |  | 0  | —   | —   |
| Living Area Above Grade (sq ft) |  | —  | —   | —   |
| Basement (sq ft)                |  | —  | —   | —   |
| Finished Rooms Below Grade      |  | —  | —   | —   |
| Lot Size                        |  | 0.51 acres   | 10,000 sq ft  | 0.57 acres  |
| Lot Dimensions                  |  | 22000 SF   | 10000 SF  | 24829 SF  |
| Garage                          |  | —  | —   | —   |
| Garage (sq ft)                  |  | —  | —   | —   |
| Pool                            |  | None   | —   | —   |
| Location                        |  | —  | —   | —   |
| Tenure                          |  | —  | —   | —   |
| View                            |  | —  | —   | —   |
| View Factors                    |  | —  | —   | City Lights, Greenbelt, Hills, Partial, Wooded  |
| Style                           |  | —  | —   | —   |
| Quality of Construction         |  | —  | —   | —   |



# Valuation Workbook

File ID: 61 Rudgear Dr, Walnut Creek, CA 94596


## Comps Selected In Analysis



| Address                        | 61 Rudgear Dr<br>Walnut Creek, CA 94596 | 198 Via Del Sol<br>Walnut Creek, CA 94597 | 186 Wooten Dr<br>Walnut Creek, CA 94597 |
|--------------------------------|---|---|---|
| Status                         | Subject Property                        | Sold                                      | Recently Sold                           |
| Year Built                     | 1952                                    | —   | —                                       |
| Age                            | 68                                      | —   | —                                       |
| Condition                      | —                                       | —   | —                                       |
| Functional Utility             | —                                       | —   | —                                       |
| Heating Features               | Wall Furnace                            | —   | —                                       |
| Cooling Features               | None                                    | —   | —                                       |
| Energy Efficient Items         | —                                       | —   | —                                       |
| Porch/Patio/Deck               | —                                       | —   | —                                       |
| Roofing Features               | Wood Shake                              | —   | —                                       |
| Fireplaces                     | 1                                       | —   | —                                       |
| Basement Features              | —                                       | —   | —                                       |
| Foundation Features            | Slab                                    | —   | —                                       |
| Construction Features          | —                                       | —   | —                                       |
| Exterior Wall Features         | Wood Siding                             | —   | —                                       |
| Number of Buildings            | —                                       | —   | —                                       |
| Number of Units                | —                                       | —   | —                                       |
| Number of Stories              | 0                                       | —   | —                                       |
| Net Adjustments (%)            | —                                       | —   | —                                       |
| Gross Adjustments (%)          | —                                       | —   | —                                       |
| Net Adjustments                | —                                       | —   | —                                       |
| Net Adjustments Per Sq. Ft.    | —                                       | —   | —                                       |
| Net Adjusted Value             | —                                       | \$335,000                                 | \$375,000                               |
| Net Adjusted Value Per Sq. Ft. | —                                       | —   | —                                       |
| Comp Weighting                 | —                                       | 50%                                       | 50%                                     |
| Notes from Chuck Barberini     | —                                       | —   | —                                       |

### Comps Selected In Analysis



|                                 |  |
|---------------------------------|--|
| Address                         | Near Ct<br>Walnut Creek, CA 94595  |
| Status                          |  Off Market |
| MLS Name                        | —  |
| MLS Listing ID                  | —  |
| Proximity                       | 1.59 Mi. SW  |
| Value                           | &ndash;  |
| Price Per Sq. Ft.               | —  |
| Sale/Finance Concession         | —  |
| Property Type                   | Lot/Land   |
| Property Subtype                | Residential-Vacant Land  |
| Total Rooms                     | —  |
| Total Rooms Above Grade         | —  |
| Bedrooms                        | —  |
| Bedrooms Above Grade            | —  |
| Living Area sq ft range (low)   | —  |
| Living Area sq ft range (high)  | —  |
| Total Baths                     | —  |
| Total Baths Above Grade         | —  |
| Full Baths                      | —  |
| Full Baths Above Grade          | —  |
| Partial Baths                   | —  |
| Partial Baths Above Grade       | —  |
| Living Area (sq ft)             | —  |
| Living Area Above Grade (sq ft) | —  |
| Basement (sq ft)                | —  |
| Finished Rooms Below Grade      | —  |
| Lot Size                        | 0.38 acres   |
| Lot Dimensions                  | 16466 SF   |
| Garage                          | —  |
| Garage (sq ft)                  | —  |
| Pool                            | —  |
| Location                        | —  |
| Tenure                          | —  |
| View                            | —  |
| View Factors                    | —  |
| Style                           | —  |
| Quality of Construction         | —  |



# Valuation Workbook

File ID: 61 Rudgear Dr, Walnut Creek, CA 94596

## Comps Selected In Analysis



|                                |                                   |
|--------------------------------|-----------------------------------|
| Address                        | Near Ct<br>Walnut Creek, CA 94595 |
| Status                         | Off Market                        |
| Year Built                     | —                                 |
| Age                            | —                                 |
| Condition                      | —                                 |
| Functional Utility             | —                                 |
| Heating Features               | —                                 |
| Cooling Features               | —                                 |
| Energy Efficient Items         | —                                 |
| Porch/Patio/Deck               | —                                 |
| Roofing Features               | —                                 |
| Fireplaces                     | —                                 |
| Basement Features              | —                                 |
| Foundation Features            | —                                 |
| Construction Features          | —                                 |
| Exterior Wall Features         | —                                 |
| Number of Buildings            | —                                 |
| Number of Units                | —                                 |
| Number of Stories              | —                                 |
| Net Adjustments (%)            | —                                 |
| Gross Adjustments (%)          | —                                 |
| Net Adjustments                | —                                 |
| Net Adjustments Per Sq. Ft.    | —                                 |
| Net Adjusted Value             | —                                 |
| Net Adjusted Value Per Sq. Ft. | —                                 |
| Comp Weighting                 | 0%                                |
| Notes from Chuck Barberini     | —                                 |



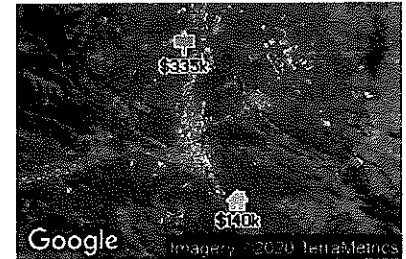
# Valuation Workbook

File ID: 61 Rudgear Dr, Walnut Creek, CA 94596

198 Via Del Sol, Walnut Creek, CA 94597

MLS Name: Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS  
MLS Listing ID: 40891450

|                                 | Listing Facts | Adjustments |
|---------------------------------|---------------|-------------|
| Status                          | Sold          |             |
| Proximity                       | 3.67 Mi. NW   |             |
| Value                           | \$335,000     |             |
| Price Per Sq. Ft.               | —             |             |
| Sale/Finance Concession         | —             |             |
| Property Type                   | Lot/Land      |             |
| Property Subtype                | Lots And Land |             |
| Total Rooms                     | —             |             |
| Total Rooms Above Grade         | —             |             |
| Bedrooms                        | —             |             |
| Bedrooms Above Grade            | —             |             |
| Living Area sq ft range (low)   | —             |             |
| Living Area sq ft range (high)  | —             |             |
| Total Baths                     | —             |             |
| Total Baths Above Grade         | —             |             |
| Full Baths                      | —             |             |
| Full Baths Above Grade          | —             |             |
| Partial Baths                   | —             |             |
| Partial Baths Above Grade       | —             |             |
| Living Area (sq ft)             | —             |             |
| Living Area Above Grade (sq ft) | —             |             |
| Basement (sq ft)                | —             |             |
| Finished Rooms Below Grade      | —             |             |
| Lot Size                        | 10,000 sq ft  |             |
| Lot Dimensions                  | —             |             |
| Garage                          | —             |             |
| Garage (sq ft)                  | —             |             |
| Pool                            | —             |             |
| Location                        | —             |             |
| Tenure                          | —             |             |
| View                            | —             |             |
| View Factors                    | —             |             |
| Style                           | —             |             |
| Quality of Construction         | —             |             |
| Year Built                      | —             |             |
| Age                             | —             |             |
| Condition                       | —             |             |
| Functional Utility              | —             |             |
| Heating Features                | —             |             |
| Cooling Features                | —             |             |
| Energy Efficient Items          | —             |             |
| Porch/Patio/Deck                | —             |             |
| Roofing Features                | —             |             |
| Fireplaces                      | —             |             |
| Basement Features               | —             |             |
| Foundation Features             | —             |             |
| Construction Features           | —             |             |



LEGEND: 📍 Subject Property 📍 This Property

**SOLD**  
• Sold Date: 2/11/2020  
• MLS Listing 40891450: 1/3/2020

Sold Price

**\$335,000**

Adjusted Price

**\$335,000**

Net Adjustments (\$ / %)

— / —

Gross Adjustments (\$ / %)

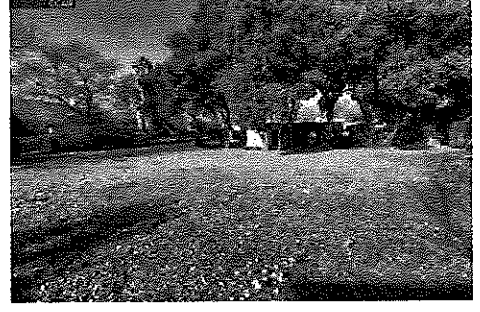
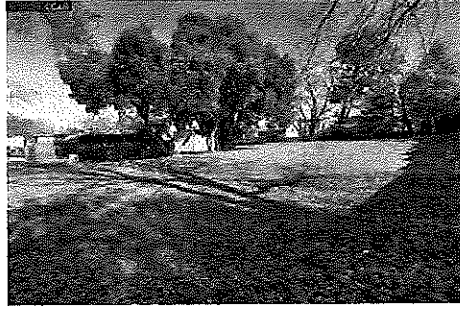
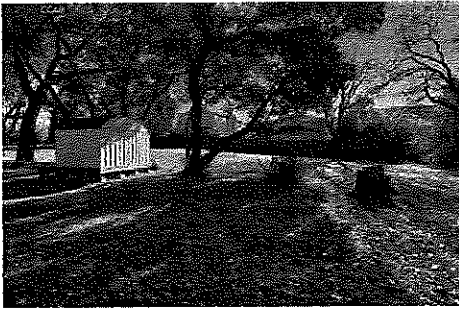
— / —







Property Photos: 198 Via Del Sol, Walnut Creek, CA 94597







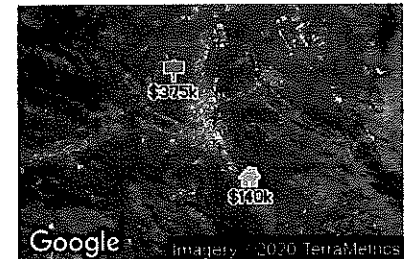
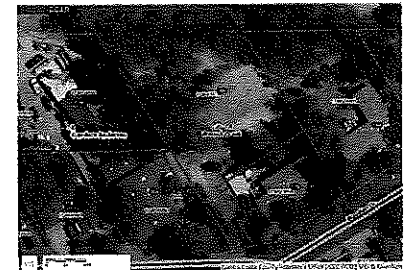
# Valuation Workbook

File ID: 61 Rudgare Dr, Walnut Creek, CA 94596

186 Wootten Dr, Walnut Creek, CA 94597

MLS Name: Contra Costa Association of REALTORS®, Bay East Association of REALTORS®, and bridgeMLS  
MLS Listing ID: 40904832

|                                 | Listing Facts                                  | Adjustments |
|---------------------------------|--|-------------|
| Status                          | Recently Sold                                  |             |
| Proximity                       | 2.92 Mi. NW                                    |             |
| Value                           | \$375,000                                      |             |
| Price Per Sq. Ft.               | —  |             |
| Sale/Finance Concession         | —  |             |
| Property Type                   | Lot/Land                                       |             |
| Property Subtype                | LotsAnd Land                                   |             |
| Total Rooms                     | —  |             |
| Total Rooms Above Grade         | —  |             |
| Bedrooms                        | —  |             |
| Bedrooms Above Grade            | —  |             |
| Living Area sq ft range (low)   | —  |             |
| Living Area sq ft range (high)  | —  |             |
| Total Baths                     | —  |             |
| Total Baths Above Grade         | —  |             |
| Full Baths                      | —  |             |
| Full Baths Above Grade          | —  |             |
| Partial Baths                   | —  |             |
| Partial Baths Above Grade       | —  |             |
| Living Area (sq ft)             | —  |             |
| Living Area Above Grade (sq ft) | —  |             |
| Basement (sq ft)                | —  |             |
| Finished Rooms Below Grade      | —  |             |
| Lot Size                        | 0.57 acres                                     |             |
| Lot Dimensions                  | —  |             |
| Garage                          | —  |             |
| Garage (sq ft)                  | —  |             |
| Pool                            | —  |             |
| Location                        | —  |             |
| Tenure                          | —  |             |
| View                            | —  |             |
| View Factors                    | City Lights, Greenbelt, Hills, Partial, Wooded |             |
| Style                           | —  |             |
| Quality of Construction         | —  |             |
| Year Built                      | —  |             |
| Age                             | —  |             |
| Condition                       | —  |             |
| Functional Utility              | —  |             |
| Heating Features                | —  |             |
| Cooling Features                | —  |             |
| Energy Efficient Items          | —  |             |
| Porch/Patio/Deck                | —  |             |
| Roofing Features                | —  |             |
| Fireplaces                      | —  |             |
| Basement Features               | —  |             |
| Foundation Features             | —  |             |



LEGEND: 📍 Subject Property 📍 This Property

## RECENTLY SOLD

- Sold Date: 7/7/2020
- MLS Listing 40904832: 5/15/2020

Sold Price

**\$375,000**

Adjusted Price

**\$375,000**

Net Adjustments (\$ / %)

— / —

Gross Adjustments (\$ / %)

— / —

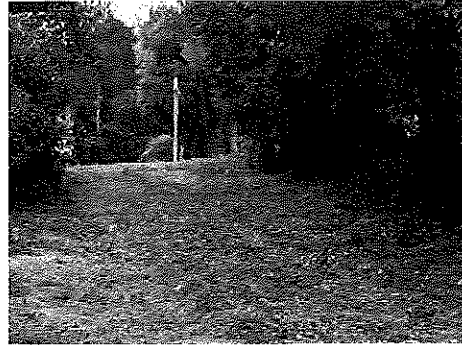
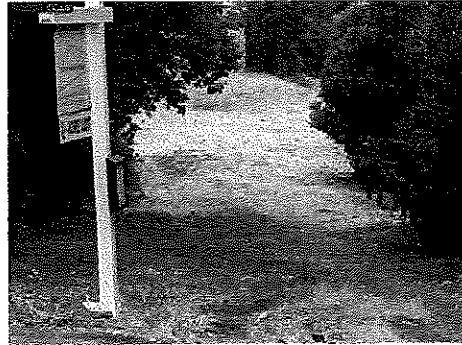
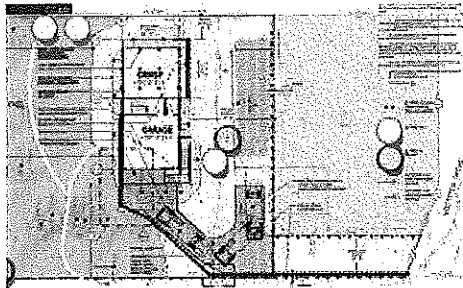
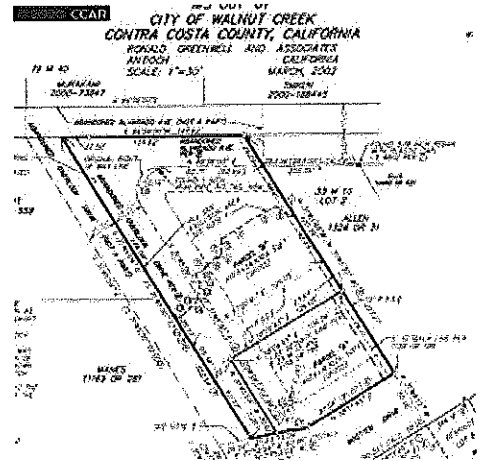
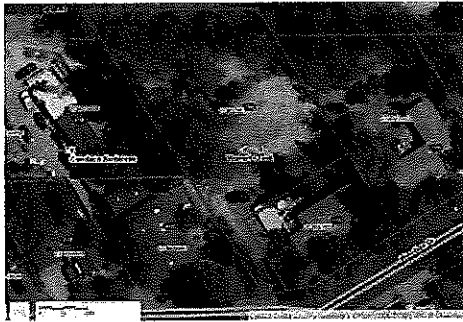


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Case 20-41999, Case 5:20-cv-01529-UNA Document 1-1 Filed 09/21/20 Page 21 of 32

9/21/2020

## Property Photos: 186 Wootten Dr, Walnut Creek, CA 94597









# Valuation Workbook

File ID: 61 Rudgear Dr, Walnut Creek, CA 94596

3 Near Ct, Walnut Creek, CA 94595

MLS Name: -  
MLS Listing ID: -

|                                 | Public Facts            | Adjustments |
|---------------------------------|-------------------------|-------------|
| Status                          | Off Market              |             |
| Proximity                       | 1.59 Mi. SW             |             |
| Value                           | -                       |             |
| Price Per Sq. Ft.               | -                       |             |
| Sale/Finance Concession         | -                       |             |
| Property Type                   | Lot/Land                |             |
| Property Subtype                | Residential-Vacant Land |             |
| Total Rooms                     | -                       |             |
| Total Rooms Above Grade         | -                       |             |
| Bedrooms                        | -                       |             |
| Bedrooms Above Grade            | -                       |             |
| Living Area sq ft range (low)   | -                       |             |
| Living Area sq ft range (high)  | -                       |             |
| Total Baths                     | -                       |             |
| Total Baths Above Grade         | -                       |             |
| Full Baths                      | -                       |             |
| Full Baths Above Grade          | -                       |             |
| Partial Baths                   | -                       |             |
| Partial Baths Above Grade       | -                       |             |
| Living Area (sq ft)             | -                       |             |
| Living Area Above Grade (sq ft) | -                       |             |
| Basement (sq ft)                | -                       |             |
| Finished Rooms Below Grade      | -                       |             |
| Lot Size                        | 0.38 acres              |             |
| Lot Dimensions                  | 16466 SF                |             |
| Garage                          | -                       |             |
| Garage (sq ft)                  | -                       |             |
| Pool                            | -                       |             |
| Location                        | -                       |             |
| Tenure                          | -                       |             |
| View                            | -                       |             |
| View Factors                    | -                       |             |
| Style                           | -                       |             |
| Quality of Construction         | -                       |             |
| Year Built                      | -                       |             |
| Age                             | -                       |             |
| Condition                       | -                       |             |
| Functional Utility              | -                       |             |
| Heating Features                | -                       |             |
| Cooling Features                | -                       |             |
| Energy Efficient Items          | -                       |             |
| Porch/Patio/Deck                | -                       |             |
| Roofing Features                | -                       |             |
| Fireplaces                      | -                       |             |
| Basement Features               | -                       |             |
| Foundation Features             | -                       |             |
| Construction Features           | -                       |             |
| Exterior Wall Features          | -                       |             |



LEGEND: # Subject Property \* This Property

OFF MARKET  
• Sold Date: 9/27/2019  
• Public Record

Adjusted Price

Net Adjustments (\$ / %)

- / -

Gross Adjustments (\$ / %)

- / -





## Local Market Conditions: Summary

The Local Market Conditions tables summarize trends and statistics in the local market: properties similar in size in the area around the subject property in the Sales Comparison Analysis.

Results shown in this report are derived from a search of MLS records for 3 to 5 bedroom, – to 2 bathroom, 1,197 to 1,995 sq. ft., single family residence listings located within 0.8 miles of the subject property.

| Inventory Analysis                       | Trend (span)                      |        | Trend (span)                     |        | Trend (span)                   |               |
|--|-----------------------------------|--------|----------------------------------|--------|--------------------------------|---------------|
|  | Last 7-12 Months (6-month period) |        | Last 4-6 Months (3-month period) |        | Last 3 Months (3-month period) | Trend (Total) |
| Sales                                    | 20                                | 140% ↑ | 14                               | 200% ↑ | 28                             | 280% ↑        |
| Absorption Rate (sales/month)            | 3.33                              | 140% ↑ | 4.67                             | 200% ↑ | 9.33                           | 280% ↑        |
| Total # of Active Listings (on last day) | 11                                | 127% ↑ | 14                               | 50% ↓  | 7                              | 64% ↓         |
| Months of Housing Supply                 | 3.3                               | 91% →  | 3                                | 25% ↓  | 0.8                            | 23% ↓         |
| Median Comp Sales Price                  | \$1,324,845                       | 95% →  | \$1,420,000                      | 104% → | \$1,470,500                    | 140% ↑        |
| Median Comp Sales Days in RPR            | 85                                | 78% ↓  | 66                               | 11% ↓  | 7                              | 8% ↓          |
| Median Comp Listing Price                | \$1,200,000                       | 105% → | \$1,262,000                      | 147% ↑ | \$1,850,000                    | 154% ↑        |
| Median Comp Listing Days in RPR          | —                                 | —      | —                                | —      | —                              | —             |
| Median Sales Price as % of List Price    | 1%                                | 98% →  | 0.98%                            | 102% → | 1%                             | 100% →        |

### Comparable Properties in Local Market

|         | Currently for Sale        | Sales Within the Last 12 Months |
|---------|---------------------------|---------------------------------|
| Count   | 2                         | 19                              |
| Range   | \$1,850,000 – \$2,200,000 | \$1,000,000 – \$2,200,000       |
| Average | \$2,025,000               | \$1,435,947                     |
| Median  | \$2,025,000               | \$1,400,000                     |

### Property Attributes

|                     | Minimum | Maximum | Average |
|---------------------|---------|---------|---------|
| Year Built          | 1937    | 2019    | 1968    |
| Living Area (sq ft) | 1,021   | 4,761   | 2,566   |
| Lot Size            | 7,200   | 50,355  | 20,456  |
| # Samples           | 71      | —       | —       |



## Local Market Conditions: Sales of Similar-Size Properties

These tables show the sales trends for properties similar in size in the area around the subject property in the Sales Comparison Analysis, calculated in variations that include and exclude distressed listings.

Results shown in this report are derived from a search of MLS records for 3 to 5 bedroom, – to 2 bathroom, 1,197 to 1,995 sq. ft., single family residence listings located within 0.8 miles of the subject property.

| INCLUDING<br>Distressed Listings         | Trend<br>(span)                      |      |   | Trend<br>(span)                     |      |   | Trend<br>(Total) |
|--|--------------------------------------|------|---|-------------------------------------|------|---|------------------|
|  | Last 7-12 Months<br>(6-month period) |      |   | Last 4-6 Months<br>(3-month period) |      |   |                  |
| Sales                                    | 20                                   | 140% | ↑ | 14                                  | 200% | ↑ | 280% ↑           |
| Absorption Rate (sales/month)            | 3.33                                 | 140% | ↑ | 4.67                                | 200% | ↑ | 280% ↑           |
| Total # of Active Listings (on last day) | 11                                   | 127% | ↑ | 14                                  | 50%  | ↓ | 64% ↓            |
| Months of Housing Supply                 | 3.3                                  | 91%  | → | 3                                   | 25%  | ↓ | 23% ↓            |
| Median Comp Sales Price                  | \$1,324,845                          | 95%  | → | \$1,420,000                         | 104% | → | 140% ↑           |
| Median Comp Sales Days in RPR            | 85                                   | 78%  | ↓ | 66                                  | 11%  | ↓ | 8% ↓             |
| Median Comp Listing Price                | \$1,200,000                          | 105% | → | \$1,262,000                         | 147% | ↑ | 154% ↑           |
| Median Comp Listing Days in RPR          | –                                    | –    | – | –                                   | –    | – | –                |
| Median Sales Price as % of List Price    | 1%                                   | 98%  | → | 0.98%                               | 102% | → | 100% →           |

## WITHOUT Distressed Listings

|  |             |      |   |             |      |   |        |
|--|-------------|------|---|-------------|------|---|--------|
| Sales                                    | 20          | 140% | ↑ | 14          | 200% | ↑ | 280% ↑ |
| Absorption Rate (sales/month)            | 3.33        | 140% | ↑ | 4.67        | 200% | ↑ | 280% ↑ |
| Total # of Active Listings (on last day) | 11          | 127% | ↑ | 14          | 50%  | ↓ | 64% ↓  |
| Months of Housing Supply                 | 3.3         | 91%  | → | 3           | 25%  | ↓ | 23% ↓  |
| Median Comp Sales Price                  | \$1,324,845 | 95%  | → | \$1,420,000 | 104% | → | 140% ↑ |
| Median Comp Sales Days in RPR            | 85          | 78%  | ↓ | 66          | 11%  | ↓ | 8% ↓   |
| Median Comp Listing Price                | \$1,200,000 | 105% | → | \$1,262,000 | 147% | ↑ | 154% ↑ |
| Median Comp Listing Days in RPR          | –           | –    | – | –           | –    | – | –      |
| Median Sales Price as % of List Price    | 1%          | 98%  | → | 0.98%       | 102% | → | 100% → |

## ONLY Distressed Listings

|  |   |   |   |   |   |   |   |
|--|---|---|---|---|---|---|---|
| Sales                                    | – | – | – | – | – | – | – |
| Absorption Rate (sales/month)            | – | – | – | – | – | – | – |
| Total # of Active Listings (on last day) | – | – | – | – | – | – | – |
| Months of Housing Supply                 | – | – | – | – | – | – | – |
| Median Comp Sales Price                  | – | – | – | – | – | – | – |
| Median Comp Sales Days in RPR            | – | – | – | – | – | – | – |
| Median Comp Listing Price                | – | – | – | – | – | – | – |
| Median Comp Listing Days in RPR          | – | – | – | – | – | – | – |
| Median Sales Price as % of List Price    | – | – | – | – | – | – | – |



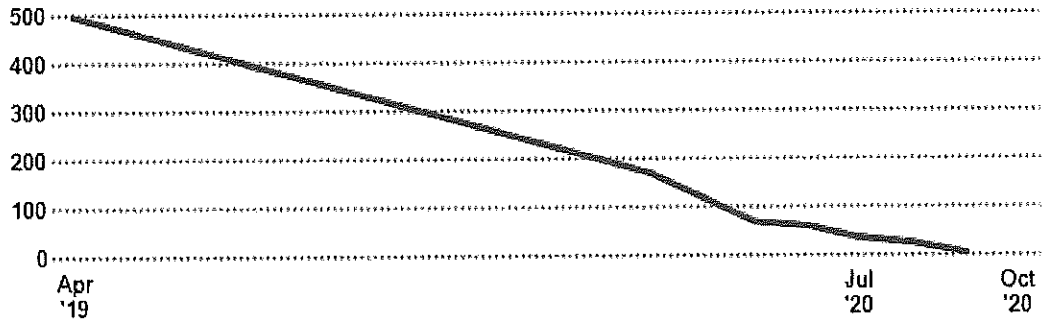




## Median Days in RPR

This graph displays the median days in RPR in the local market.

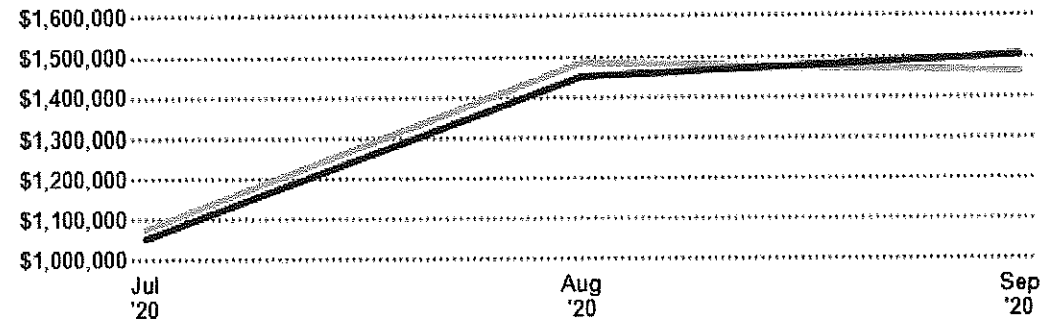
Days in RPR



## Sales Price vs. RVM

This graph compares the sales price with the RVM in the local market.

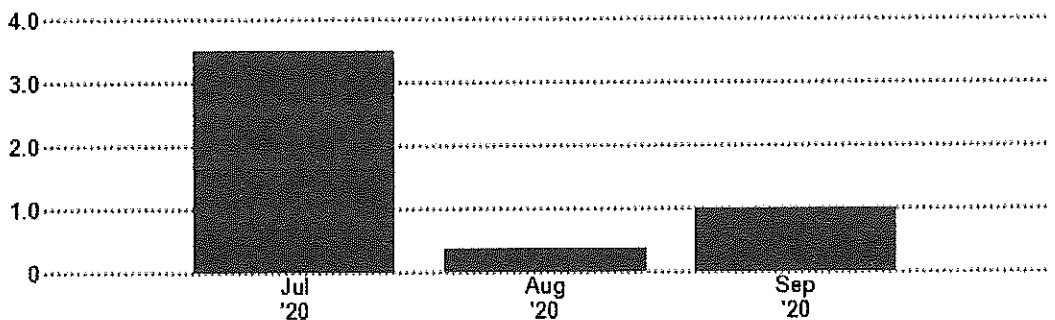
RVM  
Sales Price



## Months Supply of Housing Inventory

This chart shows the trend in housing inventory in the local market.

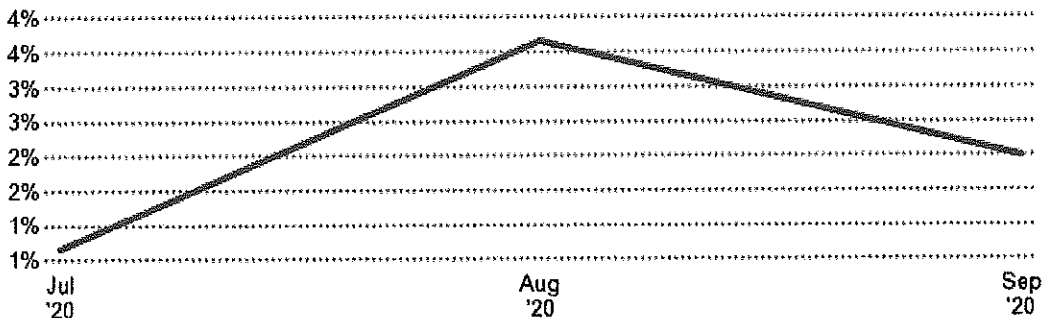
Inventory



## Absorption Rate

This chart shows the trend in absorption rate in the local market.

Absorption Rate





## General Market Health Charts

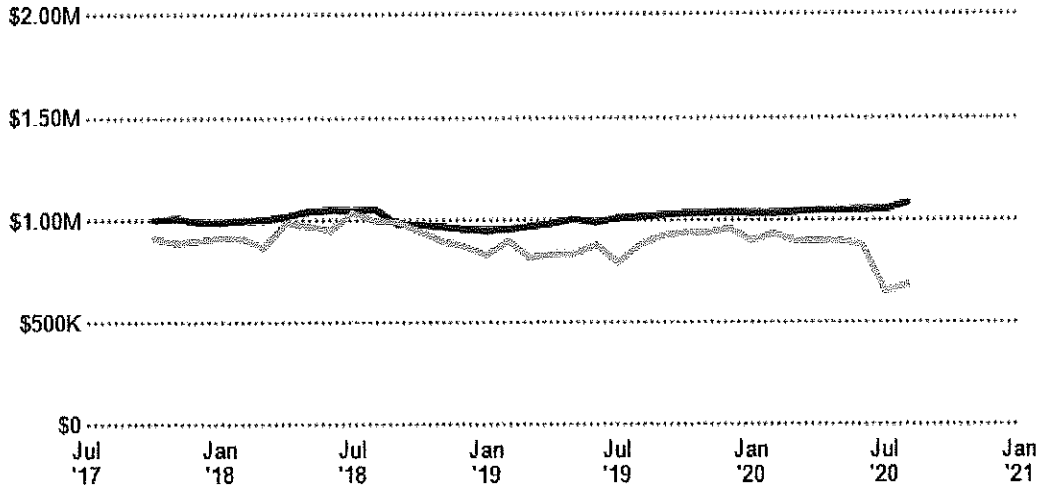
### Median Estimated Home Value vs. Median Listing Price

This chart compares a ZIP code's median estimated home value with its median listing price. Estimated home values are generated by a valuation model and are not formal appraisals.

Data Source: Public records data; listing price data from on- and off-market listings sources

Update Frequency: Monthly

■ Median Estimated Value  
■ Median List Price



### Median Sales Price vs. Sales Volume

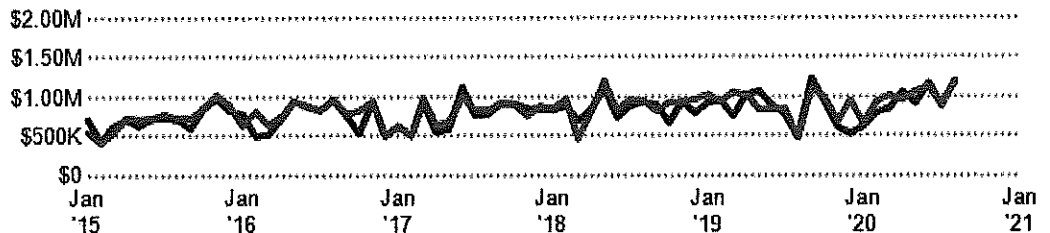
This chart compares the price trend and sales volume for homes in an area. Home prices typically follow sales volume, with a time lag, since sales activity is the driver behind price movements.

Data Source: Public records and listings data

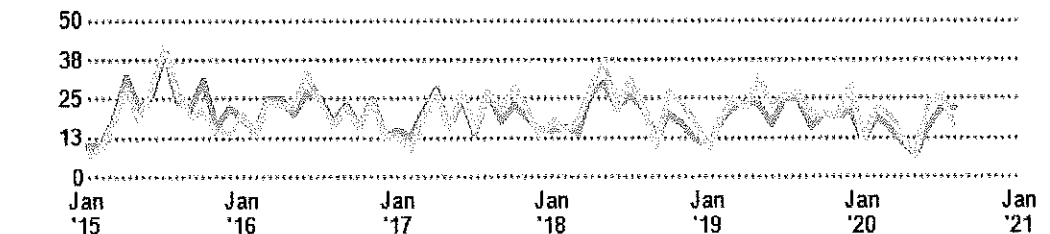
Update Frequency: Monthly

■ Median Sales Price Public Records  
■ Median Sales Price Listings  
■ Sales Volume Public Records  
■ Sales Volume Listings

#### Median Sales Price



#### Sales Volume





## Median Listing Price vs. Listing Volume

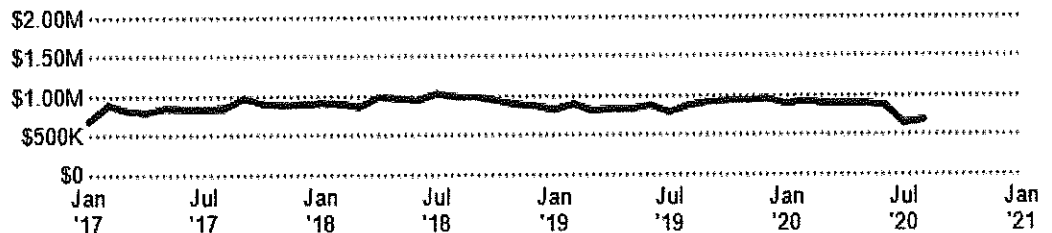
This chart compares the listing price and listing volume for homes in an area. Listing prices often follow listing volume, with a time lag, because supply can drive price movements.

Data Source: On- and off-market listings sources

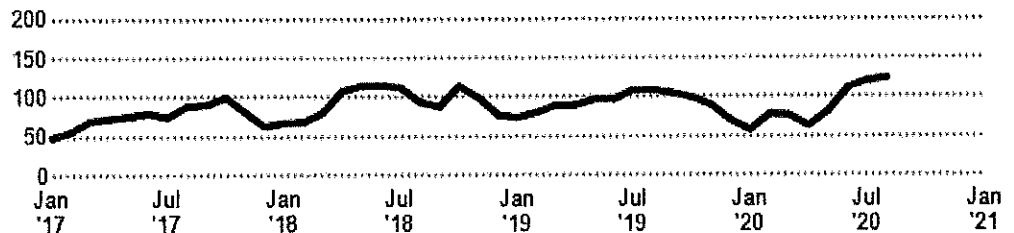
Update Frequency: Monthly

■ Median List Price  
■ Listing Volume

Median List Price



Listing Volume



## Listing Inventory

This chart shows the number of For Sale listings in a ZIP code.

Data Source: On- and off-market listings sources

Update Frequency: Daily

■ ZIP Count Listings by Property Type



## Price per Bedroom of Homes Sold

This chart shows the distribution of homes reported sold in the past six months at different prices per bedroom in the area of your search. The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as a non-disclosure state) or provided in range format.

Data Source: Public records and MLS data where licensed

Update Frequency: Monthly

■ Comps





## Median Sales Price by Square Footage

This chart shows the median price of homes reported sold in the past six months, according to the size of the living space (square footage sourced from public records). The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as non-disclosure states) or provided in range format.

Data Source: Public records and MLS data where licensed

Update Frequency: Monthly

|                       |             |
|-----------------------|-------------|
| 2,000 - 2,200 sq. ft. | \$1,000,000 |
| 1,600 - 1,800 sq. ft. | \$985,000   |
| 1,400 - 1,600 sq. ft. | \$819,000   |
| 1,200 - 1,400 sq. ft. | \$903,833   |



Comps

## Price Range of Homes Sold

This chart shows the distribution of homes reported sold in the past six months within different price ranges in the area of your search. The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as a non-disclosure state) or provided in range format.

Data Source: Public records data

Update Frequency: Monthly

### This House

\$140K

1

### Comps

\$1.1M - \$1.2M

1

\$1M - \$1.1M

2

\$900K - \$1M

2

\$800K - \$900K

3

\$700K - \$800K

1

\$500K - \$600K

1

< \$500K

1

This House

Comps

## Price per Square Foot of Homes Sold

This chart shows the distribution of homes reported sold in the past six months at different prices per square foot (living area sourced from public records).

Data Source: Public records data

Update Frequency: Monthly

> \$800

1

\$750 - \$800

1

\$650 - \$700

3

\$600 - \$650

1

\$550 - \$600

1

\$500 - \$550

1

\$450 - \$500

1

< \$450

1

Comps





## Age Range of Homes Sold

This chart shows the distribution of homes reported sold in the past six months of different age ranges in the area of your search.

Data Source: Public records data

Update Frequency: Monthly

### This House

68 yrs 1

### Comps

70 - 80 yrs 4

60 - 70 yrs 6

■ This House

■ Comps

## Number of Bedrooms in Homes Sold

This chart shows the distribution of homes reported sold in the past six months, according to the number of bedrooms, in the area of your search.

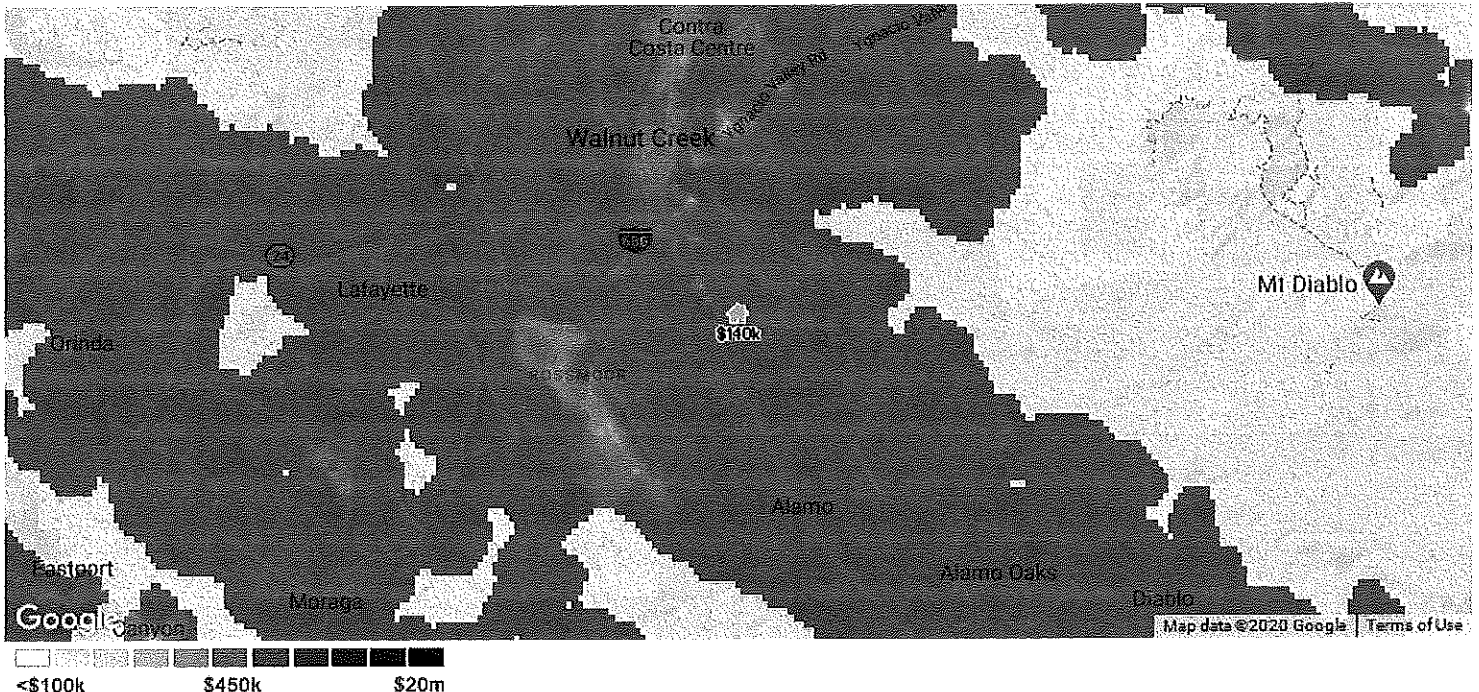
Data Source: Public records data

Update Frequency: Monthly



■ Sales Count by Bedroom

## Estimated Home Values



This map layer shows the average estimated home values, based on the AVMs and RVMS® for properties in an area. Source(s): Public records and MLS data where licensed; updated Quarterly.

## 12-Month Change in Estimated Value











# CHUCK BARBERINI

Realtor®

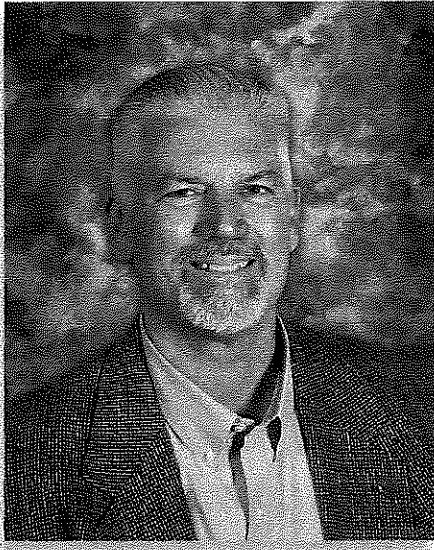
CalDRE # 01324660 | Brokered by EXP Realty of California, Inc., DRE # 0187277







# ABOUT CHUCK BARBERINI



As a professional Realtor for almost 20 years, I have lucky enough to work with several companies and many different brokers. I have learned and gained experience through all of my interactions and transactions. I have continued to work diligently to nurture and support my network of clients, both buyers and sellers, Real Estate colleagues, investors and other professionals in related fields. By working on and developing relationships, I have been able to maintain and grow my business through the dramatic ups and downs in the Real Estate market over the past decade.

I am, however, more than just a Real Estate professional, I'm also a neighbor, a friend, husband and father. I take a keen interest in people and their well-being, working hard to earn and maintain their trust and respect.

My upbringing here in the San Francisco Bay Area, as well as my professional experience, has given me the ability to work easily with a variety of Real Estate clients who have a variety of needs. From helping first-time home-buyers find that special home together, to strategizing with investors to find and secure wealth-building assets, I help navigate and problem-solve the complex processes and negotiations that are inherently part of this industry.

I prefer to focus on the relationship rather than just the transaction, believing that a satisfied client will share my name with their friends and colleagues. This approach has helped me expand my local network to include the legal community involved with probate issues. And I am proud to be a preferred agent to a number of professionals in this area.







# RESUME

As a self-motivated, conscientious Realtor with a strong work ethic, my underlying philosophy of "service first" means that my clients' needs are paramount. I work diligently to understand each client's goals and to always exemplify trust, transparency, and integrity. I help people to buy, sell and manage homes while keeping in mind both their immediate and long-term goals. My reputation for honest communication and active listening has made me a trusted advisor for the people with whom I work. As a dedicated, personable, and approachable Realtor, I give clients highly personalized attention and work around their schedules.

## LICENSE & QUALIFICATIONS

- Real Estate Licensed, California Department of Real Estate, 2001
- Over 30 years of professional sales and client care experience
- Detailed familiarity with Contra Costa County and the surrounding area
- Excellent interpersonal ability; strong negotiator

## PROFESSIONAL EXPERIENCE

|   |                       |
|---|-----------------------|
| <b>Broker – Chuck Barberini Real Estate - Professional Property Management</b>  | <b>2016 - Present</b> |
| After having started the business. Responsibilities include working with owners, tenants and venders, seeking new business and maintaining existing. By incorporating the latest management technologies with customer service and communication and striving to create a positive experience for everyone. |                       |
| <b>Broker Associate, EXP Realty of California, Inc.</b>   | <b>2016 - Present</b> |
| Responsible for working with buyers, sellers, and investors, negotiating contract terms, reviewing documents and ensuring their accuracy, and guiding clients through the escrow process. Consistently communicate transaction status to buyers and sellers through their preferred method of contact.      |                       |
| <b>REALTOR®, Intero Real Estate Services</b>  | <b>2012 - 2016</b>    |
| <b>REALTOR®, Better Homes and Gardens</b>   | <b>2011 - 2012</b>    |
| Assisted clients with the purchase and sale of residential real estate. Negotiated contracts, ensured document accuracy, guided and educated clients through the transaction process.   |                       |
| <b>REALTOR®, various brokerages</b>   | <b>1999 - 2011</b>    |
| Facilitated over 200 complex real estate transactions, successfully closing over 50 million dollars in commercial and residential sales.  |                       |

## MEMBERSHIPS & DESIGNATIONS

- Member, National Association of REALTORS®
- Member, California Association of REALTORS®
- Member, Contra Costa Association of REALTORS®



# OUR TEAM



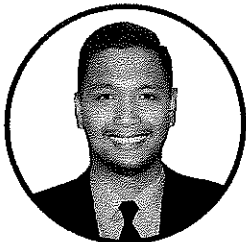
## Chuck Barberini

With over 20 years of real estate knowledge and experience, Chuck does not only understand what it takes to deliver his clients the results that they are expecting but also goes above and beyond in making sure that their real estate experience is smooth and very convenient. He aims to keep an open line of communication with his clients at all times, making sure that no detail is missed. He lives up to his philosophy of "service first" and makes sure that his service to his clients are built on the foundation of trust, integrity and full transparency.



## Kate Maria

Prior to establishing Seamless Transactions, Kate Maria climbed the corporate ladder at Mason McDuffie Real Estate. It was during her time there she first had a vision of running her own company. Starting out as a Transaction Coordinator for their Fremont branch, Kate developed a passion for helping Realtors with the technical aspects of their transactions and she acquired elite skills which made her an invaluable asset. Kate's acute attention to detail, ability to identify and solve problems, and her unparalleled responsiveness quickly earned her a management position within the company. While she was able to train and lead a successful team there, she soon felt confined by the corporate setting. By venturing off she is able to offer her services industry wide and create a place where her employees can feel truly valued.



## Jeff Primalion

Jeff has years of experience working in different industries, specializing in providing excellent customer service every single time where customer satisfaction is his main point of emphasis and building long term relationships. Now, Jeff aids in business development, marketing and provides other administrative support for Chuck Barberini Real Estate.

# COMMISSION OPTIONS

**4%**

I find the buyer and represent both parties,  
you pay a flat 4%.

**5%**

If another agent brings the buyer,  
and the selling price is over \$500,000, you pay 5%

**6%**

If another agent brings the buyer,  
and the selling price is under \$500,000, you pay 6%



# LISTING SERVICES

**We provide complimentary and value driven services to help with the sale of your home, with the best quality possible, at the best value possible.**

## MARKETING CHANNELS

**My brand has the following unique online marketing methods:**

- Brand Website

**We offer the following unique marketing methods:**

- Virtual Tours
- Professional Photos
- Yard Signs
- 1-800 Call Capture
- Flyers
- Social Media
- Craigslist





**CHUCK BARBERINI | CHUCK BARBERINI REAL ESTATE**  
CalDRE # 01324660 | Brokered by EXP Realty of California, Inc., DRE # 0187277  
🌐 chuckbarberini.com | ✉ chuck@chuckbarberini.com | 📞 (800) 322-2150

# **CHUCK BARBERINI REAL ESTATE PROFESSIONAL PROPERTY MANAGEMENT**

## **WHO ARE WE?**

Chuck Barberini Real Estate is growing our company based on property management services which we provide with integrity for both investors and tenants alike. We pride ourselves on being responsive and attentive, and at we also work hard to help you get the most out of your rental experience.

Chuck Barberini Real Estate Professional Property Management is based in Walnut Creek and offers leasing and property management services for properties in the Greater San Francisco Bay Area. Focused in Contra County but spreading into Alameda, San Francisco and Solano Counties.

We combine experience, proven management strategies, and technology to provide a full range of efficient property management services. From filling vacancies with a sense of urgency with qualified tenants to rent collections, maintenance, and bill payments - we can handle it all. One of our key goals is to take the hassles out of being a landlord and focus more on how to maximize and grow your asset.

## **OUR MISSION**

By combining decades of Real Estate experience with the latest in technology Chuck Barberini Real Estate Professional Property Management provides quality, professional and affordable services to property owners and tenants alike. Prompt communication, rapid responses, easy to understand reports, quality partners and up to the date education are some of the ways that we make sure that we provide excellent service and an amazing experience.

With the use of one of the most powerful and innovative tools that is currently in the market, SimplifyEm, we make sure that rents are constantly monitored and allocated real time as soon as they are received while at the same time keeping full visibility of all transactions that are being processed and making sure that our property owners are paid on time.





# CHUCK BARBERINI REAL ESTATE PROFESSIONAL PROPERTY MANAGEMENT

## PRICING

When you have a rental property, the first thing you need to decide is what you'll charge someone to occupy your property. How will you come to that decision? Most people read the ads and see what homes or apartments of a similar size are renting for. But that really isn't going to tell you what you need to know.

Unless you've seen both the interior and exterior of the properties, you don't know how their condition and location compare to yours. And of course, condition and location play an important role in how much someone will pay.

Fair market rent will also depend upon a few other factors. Will you furnish the appliances, or do they need to bring their own? Can they get a satellite dish? How about pets? Will your tenants pay a separate fee for sewer, water, and garbage service, or will those be included in the rent? What kind of heat does your property have? What does it cost?

The result of not knowing the going rate for comparable properties is that owners simply have to guess and hope for the best. And oddly enough, we've found that most property owners charge a lower rent than necessary.

When we take over the management of a rental property, we are generally able to raise the rents enough to more than cover our management fees. In addition, we've found that tenants who pay a little more are usually more responsible and keep the property in better condition than tenants who pay less.

### UPDATED FLAT RATE FEE SUMMARY

|                               |             |
|-------------------------------|-------------|
| Monthly Management Fee:       | \$ 99.00    |
| Leasing Commission:           | \$ 1,000.00 |
| Property Inspection (Annual): | \$ 150.00   |
| Leasing Commission (Renewal): | \$ 500.00   |
| Maintenance Reserve:          | \$ 500.00   |

### OTHER FEES:

|                           |                     |
|---------------------------|---------------------|
| Maintenance Supervision:  | 5% of Gross Project |
| Attending HOA Meetings:   | \$ 100.00           |
| Legal Appointments/Court: | \$ 75.00            |

*If you'd like to explore how Professional Property Management can help increase the cash flow on your rental property, give me a call at (800) 322-2150.  
We'll be happy to explain our service, our procedures and our fees.*

## Exhibit B

**RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

Date Prepared: July 13, 2020

**1. OFFER:**

- A. This is an **OFFER FROM** the party identified in Paragraph 2 below as the BUYER.  
B. This is an **OFFER TO** the party identified in Paragraph 2 below as the SELLER.  
C. The **REAL PROPERTY** to be sold/acquired is 61 Rudgear Dr., situated in Walnut Creek, Contra Costa County, California 94596, APN: 187-032-011-4 ("Property").  
D. **THE PURCHASE PRICE** offered is: \$ 375,000 (Three Hundred and Seventy Five Thousand and 00/100 Dollars)  
E. **CLOSE OF ESCROW (COE)** shall occur on or before July 28, 2020.

**2. PARTIES:**

Carol D. Meier

The 'SELLER(s),' agrees to sell, and  
Palladium Realty Trust, Mauryao Albert Hsiung as Trustee

The 'BUYER(s),' agrees to buy/acquire the premises described in paragraph 1C on the terms set forth below. The BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER and/or Closing Agent (Title Company) at least three business days prior to the date for performance set forth below. Designation of a Nominee shall discharge the original BUYER from any obligation under this Agreement. BUYER and SELLER are referred to herein as the 'Parties.'

3. **BROKERS:** Brokers are NOT Parties to this Agreement. No Real Estate Broker is to be paid any commission or fee of any kind from the proceeds of this transaction. Any engagement of any Broker by either of the Parties shall be conducted and paid under separate contract, not affecting this Purchase Agreement.

**4. FINANCE TERMS:**

BUYER represents that funds will be good when deposited with Escrow Holder:

- A. **BUYER ACQUISITION DEPOSIT:** \$100 (One Hundred and 00/100 Dollars)

BUYER shall deliver deposit directly to Escrow Holder by (choose one):

- ☐ Cashier's Check; ☐ Electronic Funds Transfer; ☐ Personal check; ☒ Other Trust check  
within 5 business days after Acceptance (or on \_\_\_\_\_);

**B. ALL CASH OFFER:**

- ☒ Only If Marked/Checked: This offer is NOT contingent on BUYER obtaining a loan. The BUYER's deposit may be at risk. Upon BUYER's Default, SELLER may be entitled to BUYER's deposit only.

**C. LOAN(S):**

- (1) \$ \_\_\_\_\_ **FIRST LOAN:**

This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ SELLER Financing,  
☐ Assumed Financing, ☐ 'Subject To' Financing, ☐ Other: See Attached Rider \_\_\_\_\_.

- (2) \$ \_\_\_\_\_ **SECOND LOAN:**

This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ SELLER Financing,  
☐ Assumed Financing, ☐ 'Subject To' Financing, ☐ Other: See Attached Rider \_\_\_\_\_.

- D. \$ \_\_\_\_\_ **ADDITIONAL FINANCING TERMS:** \_\_\_\_\_

- E. \$ \_\_\_\_\_ **BALANCE OF PURCHASE PRICE**

- F. \$ 375,000 **TOTAL SALE/ACQUISITION PRICE**

Buyer's Initials MA ( ) ( )

Seller's Initials ( ) ( )

**G. APPRAISAL CONTINGENCY:**

This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. The BUYER may formally remove this contingency at any time, however this contingency will automatically become void at Closing of Escrow.

**H. LOAN TERMS:**

1. **LOAN CONTINGENCY:** BUYER shall act diligently and in good faith to obtain the designated loan(s). BUYER's qualification for the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If BUYER does not obtain the loan(s) and as a result does not purchase the Property, SELLER is not entitled to BUYER's deposit(s).
2. **BUYER FINANCING:** BUYER shall pursue the financing specified in this Agreement. BUYER may require cooperation with SELLER's efforts to obtain any financing specified in this Agreement. The unavailability of any such alternate financing shall excuse BUYER, from the obligation to purchase the Property and close escrow as specified in this Agreement.

**5. SALE OF BUYER'S PROPERTY:**

- A. ☒ This Agreement and BUYER's ability to obtain financing are not contingent upon the sale of any property owned by BUYER; OR
- B. ☐ This Agreement and/or BUYER's ability to obtain financing is contingent upon the sale of property owned by BUYER identified as: \_\_\_\_\_, situated in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (County) (State) (Zip Code)

**6. RIDER & ADDENDA:**

- A. ☒ Rider A Miscellaneous (Form 218B)
- B. ☐ Real Estate Transfer Disclosure Statement (TDS)
- C. ☐ SELLER's Property Questionnaire (SPQ)
- D. ☐ Residential Lease After Sale (SELLER in Possession After COE 30+ Days) (RLAS)
- E. ☒ SELLER License to Remain in Possession (SELLER in Possession Less than 30 Days) (SIP)
- F. ☐ Estoppel Tenant Certificate (Form 219)
- G. ☐ Septic, Well and Property Monument Addendum (SWPI)
- H. ☐ Other: \_\_\_\_\_

**7. CLOSING AND POSSESSION:**

- A. **SELLER-occupied or vacant property:** Possession shall be delivered to BUYER:
  - i. ☒ At or before Five O'clock ☐ AM/ ☒ PM, on the date of COE;
  - ii. ☐ At or before \_\_\_\_\_ calendar days after COE; or
  - iii. ☐ At or before \_\_\_\_\_ O'clock ☐ AM/ ☐ PM, on <DATE>
- B. **SELLER remaining in possession After Close Of Escrow:** If SELLER is given the right to remain in possession after Close Of Escrow, (i) the Parties shall sign a separate occupancy agreement such as C.A.R. Form SIP (or document of similar intent), for SELLER continued occupancy of less than 30 days, C.A.R. Form RLAS (or document of similar intent), for SELLER occupancy of 30 days or more.
- C. **Tenant-occupied property:**
  - i. ☐ Property shall be vacant at least 5 (or \_\_\_\_\_) Days Prior to COE, unless otherwise agreed in writing. SELLER NOTICE: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
  - ii. ☐ Tenant to remain in possession.

**8. OTHER TERMS: See Rider "A" Miscellaneous, incorporated herein by reference.**

Contingent upon third party approval for short sale of first deed of trust.  
Contingent upon third party approval for short sale of second deed of trust.

Buyer's Initials MA ( )

Seller's Initials ( ) ( )



## 9. ALLOCATION OF COSTS

- A. All inspections, reports, and certificates that either must be completed by law, or that the BUYER may require to evaluate this particular property, unless otherwise agreed in writing, will be paid by:
- ☒ The SELLER as Allocated Designee
  - ☐ The BUYER as Allocated Designee
  - ☐ The BUYER Initially as Allocated Designee and reimbursed by the SELLER either in cash within 3 days of receiving the inspection, report, or certificate.
  - ☐ The BUYER initially as Allocated Designee and reimbursed by the SELLER at Close of Escrow from the SELLER's purchase proceeds (if any).

Unless otherwise agreed in writing, the above allocation only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. If/When work may be required, the BUYER and SELLER will mutually agree on which of them hires and/or pays for the actual work.

## B. INSPECTIONS, REPORTS AND CERTIFICATES CONTINGENCIES:

This Purchase/Sale agreement is contingent upon BUYER receiving satisfactory reports on the following:

- i. ☐ General Home Inspection
- ii. ☐ Tax
- iii. ☐ Water Mineral/Biological/Chemical
- iv. ☐ Hazard zone disclosure report (various)
- v. ☒ Other: Updated Hydrologic Soil Report

## C. GOVERNMENT REQUIREMENTS:

(1) Allocated Designee in Paragraph 9A shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to "COE", SELLER shall provide BUYER written statement(s) of compliance in accordance with state and local Law, unless SELLER is exempt.

(2)(i) Allocated Designee in Paragraph 9A shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

(ii) Allocated Designee in Paragraph 9A shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) BUYER shall be provided, within three days of closing, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

## D. ESCROW AND TITLE:

- (1) (a) Allocated Designee in Paragraph 9A shall pay all escrow fee(s)
- (b) Escrow Holder shall be Old Republic Title Company
- (c) The Parties shall, within 5 (or     ) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Allocated Designee in Paragraph 9A shall pay for **Lender's and BUYER's 'Homeowner's Policy of Title Insurance'**.
- (b) Owner's title policy to be issued by Old Republic Company

## E. OTHER COSTS to be paid by the Allocated Designee in Paragraph 9A or as prescribed by law:

- (1) County transfer tax or fee
- (2) City transfer tax or fee
- (3) Homeowners' Association ("HOA") transfer fee

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- (4) HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) HOA certification fee
- (7) Any private transfer fee
- (8) Other: \_\_\_\_\_

**10. ITEMS INCLUDED IN SALE:**

Except as otherwise specified or disclosed,

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked:

- ☒ All stove(s), except: \_\_\_\_\_
- ☒ All refrigerator(s) except: \_\_\_\_\_
- ☒ All washer(s) and dryer(s) except: \_\_\_\_\_
- ☐ The following additional items: \_\_\_\_\_

**11. LEASED OR LIENED ITEMS AND SYSTEMS:**

A. SELLER shall disclose to BUYER if any item or system included in the sale that is leased or not owned by SELLER, or specifically subject to a lien or other encumbrance, and (ii) Deliver to BUYER all written materials (such as lease, warranty, etc.) concerning any such item. BUYER's ability or willingness to assume any such lease, lien, or encumbrance, is a contingency in favor of BUYER. SELLER represents that all items included in the purchase price, unless otherwise specified in paragraph 9 are owned by SELLER.

B. **ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded:

**12. LIQUIDATED DAMAGES**

If BUYER fails to complete this purchase because of BUYER's default, SELLER shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, signed release instructions from both BUYER and SELLER, or arbitration award or judicial decision.

**13. CONDITION OF PROPERTY:**

- A. SELLER shall, within THREE days, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past FIVE years, and make any and all other disclosures required by law.
- B. BUYER has the right to conduct BUYER Investigations of the property and based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that SELLER make repairs or take other action.
- C. SELLER shall make the Property available for all BUYER Investigations and inspections.

**14. TITLE AND VESTING:**

- A. BUYER shall be provided a current preliminary title report ("Preliminary Report"). BUYER's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all SELLERs except banks or other institutional lenders selling properties they acquired

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through foreclosure (REOs), corporations, and government entities. SELLER shall within 3 Days After Acceptance, give Escrow Holder a completed Statement of Information.

- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which SELLER is obligated to pay off) unless BUYER is taking the Property subject to those obligations; and (ii) those matters which SELLER has agreed to remove in writing.
- C. Within 5 days of this agreement, SELLER has a duty to disclose to BUYER all matters known to SELLER affecting title, whether of record or not.
- D. At Close Of Escrow, BUYER shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of SELLER's leasehold interest), including oil, mineral and water rights if currently owned by SELLER. Title shall vest as designated in BUYER's supplemental escrow instructions.
- E. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or on \_\_\_\_\_). BUYER and SELLER authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between BUYER and SELLER is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide SELLER's Statement of Information to Title company when received from SELLER. If SELLER delivers an affidavit to Escrow Holder to satisfy SELLER's FIRPTA obligation, Escrow Holder shall deliver to BUYER a Qualified Substitute statement that complies with federal Law.
- F. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

**15. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:**

Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between BUYER and SELLER as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by BUYER, payments on bonds and assessments assumed by BUYER, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by BUYER WITH CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property may be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by BUYER; and (ii) for periods prior to Close Of Escrow, by SELLER. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

**16. DISPUTE RESOLUTION:**

**A. MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

**B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of

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Seller's Initials ( ) ( )

residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY." "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

BUYER's Initials \_\_\_\_\_ / \_\_\_\_\_

SELLER's Initials \_\_\_\_\_ / \_\_\_\_\_

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

(1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

**17. ATTORNEY FEES:**

In any action, proceeding, mediation or arbitration between BUYER and SELLER arising out of this Agreement, the prevailing BUYER or SELLER shall be entitled to reasonable attorney fees and costs from the non-prevailing BUYER or SELLER.

**18. ASSIGNMENT:**

BUYER may assign all or any part of BUYER's interest in this Agreement. Any total or partial assignment shall relieve BUYER of BUYER's obligations pursuant to this Agreement unless otherwise agreed in writing by SELLER (See Rider A Incorporated herein by reference).

**19. TIME IS OF THE ESSENCE; ENTIRE CONTRACT; CHANGES:**

Time is of the essence. All understandings between the Parties are incorporated in this agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

Buyer's Initials MAH (\_\_\_\_)

Seller's Initials (\_\_\_\_) (\_\_\_\_)



Except as otherwise specified, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing signed by BUYER and SELLER.

**20. EXPIRATION/REVOCATION OF OFFER:**

This offer shall be deemed revoked and the deposit, if any, shall be returned to BUYER unless the offer is Signed by SELLER and a Copy of the Signed offer is personally received by BUYER, or by who is authorized to receive it, by Five O'clock ☐ AM/ ☒ PM, on July 16, 2020

☒ One or more BUYERS is signing this Agreement in a representative capacity and not for him/herself as an individual.

Date July 13, 2020 BUYER SIGNATURE: Mauyao Albert Hsiung, TTE

BUYER PRINTED NAME/TITLE: Mauyao (Albert) Hsiung as Trustee of Palladium Realty Trust

Date \_\_\_\_\_ BUYER SIGNATURE: \_\_\_\_\_

BUYER PRINTED NAME/TITLE: \_\_\_\_\_

**21. ACCEPTANCE OF OFFER:**

SELLER warrants that SELLER is the owner of the Property, or has the authority to execute this Agreement. SELLER accepts the above offer, and agrees to sell the Property on the above terms and conditions. SELLER has read and acknowledges receipt of a Copy of this Agreement, and RETURNS a Signed Copy to BUYER.

(If checked ☐) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED

COUNTER OFFER DATED: \_\_\_\_\_.

☐ One or more SELLERS is signing this Agreement in a representative capacity and not for him/herself as an individual.

Date \_\_\_\_\_ SELLER SIGNATURE: \_\_\_\_\_

SELLER PRINTED NAME/TITLE: \_\_\_\_\_

Date \_\_\_\_\_ SELLER SIGNATURE: \_\_\_\_\_

SELLER PRINTED NAME/TITLE: \_\_\_\_\_

**22. BUYER'S ACCEPTANCE OF COUNTER OFFER:**

BUYER'S Initials (\_\_\_\_ / \_\_\_\_ ) (Do not initial if making a counter offer.)

CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by BUYER at \_\_\_\_\_ O'clock ☐ AM/ ☐ PM, on \_\_\_\_\_ DATE \_\_\_\_\_.

A binding Agreement is created when a Copy of this Signed Acceptance is personally received by BUYER whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials MH (\_\_\_\_)

Seller's Initials (\_\_\_\_) (\_\_\_\_)

Additionally, the escrow holder, as identified in Paragraph 9D, agrees to act as Escrow Holder of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

**23. REJECTION OF OFFER:**

No counter offer is being made.

This offer was rejected by SELLER on (date). \_\_\_\_\_ SELLER's Initials (\_\_\_\_/\_\_\_\_)

**24. ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement and the following:

- ☒ If checked, a deposit in the amount of  
\$100 ( \_\_\_\_\_ One Hundred and 00/100 Dollars),  
☐ Counter offer numbers <Enter N/A, if none.> \_\_\_\_\_,  
☐ SELLER's Statement of Information and  
<Enter any other pertinent documents>

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between BUYER and SELLER is < DATE> \_\_\_\_\_.

Escrow Holder: Old Republic Title Company Escrow # \_\_\_\_\_

By Renee Robles Date: \_\_\_\_\_

Address: 17485 Monterey Rd. #101, Morgan Hill, CA 95037

Phone/Fax/Email: (408)779-2166/Fax (408)779-0695/RRobles@ortc.com

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

Buyer's Initials MM (\_\_\_\_)

Seller's Initials (\_\_\_\_) (\_\_\_\_)

## Rider A – Miscellaneous Provisions

Property Address: 61 Rudgear Dr., Walnut Creek, CA 94596

Agreement Dated: July 13, 2020

Buyer(s): Palladium Realty Trust, Mauyao Albert Hsiung as Trustee

Seller(s): Carol D. Meier

1. INVESTOR DISCLOSURE

It is expressly understood by all parties that The Buyer is a Real Estate Investor / Speculator and buys and sells properties for him/herself and his/her clients for resale for profit.

2. ACCESS

Buyer shall have the right to enter and begin repairs and cleaning to the property immediately upon execution of this agreement and may replace the locks of the property. If locks are replaced, the buyer will ensure that the seller immediately receives keys (if requested).

3. ENTRY

Buyer shall have the right to show property to prospective tenants and buyers immediately, upon execution of this agreement.

4. FINAL WALK-THROUGH

This transaction is contingent upon Buyer making and accepting a final inspection of property within 24 hours of closing.

5. ADDITIONAL ENCUMBERANCES

Seller shall not further encumber (either place or allow any more liens) property prior to closing.

6. EXTENSION: If, for any reason beyond the control of either the SELLER or the BUYER, either the SELLER or the BUYER shall be unable to deliver or accept a deed to the premises on the conveyance date herein mentioned, this agreement shall be automatically extended thirty (30) days at the option of either party.

Mauyao Albert Hsiung, Trustee  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

Buyer's Initials (MH) ( ) ( )

Seller's Initials ( ) ( )

# BANKRUPTCY COURT

Motion to Value, Supplementary Declaration

Name:

CAROL Lee DeFuydt-Meier

Case #:

20-41288-WJL 13

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SEP 25 2020

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA